

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

Boston Gas Company, Colonial Gas)	
Company, Essex Gas Company each d/b/a)	
KeySpan Energy Delivery New England)	D.T.E. 06-54

**INSTRUCTIONS FOR ALL ATTORNEY GENERAL'S DISCOVERY
ISSUED TO THE COMPANY IN THIS PROCEEDING**

1. These Document and Information Requests call for all information, including information contained in documents, which relates to the subject matter of the requests and which is known or available to Boston Gas Company, Colonial Gas Company, and Essex Gas Company d/b/a KeySpan Energy Delivery New England (KeySpan) or to any individual or entity sponsoring testimony or retained by the Company to provide information, advice, testimony or other services in connection with this proceeding.
2. Where a Request has a number of separate subdivisions or related parts or portions, a complete response is required to each such subdivision, part, or portion. Any objection to a Request should clearly indicate the subdivision, part, or portion of the Request to which it is directed.
3. If information requested is not available in the exact form requested, provide such information or documents as are available that best respond to the Request.
4. These requests are continuing in nature and require supplemental responses when further or different information with respect to the same is obtained.
5. Each response should be furnished on a separate **DATED** page headed by the individual Request being answered. Individual responses of more than one page should be stapled or bound and each page consecutively numbered.
6. Each Document and Information Request to "Please provide all documents..." or similar phrases includes a request to "identify" all such documents. "Identify" means to state the nature of the document, the date on which it was prepared, the subject matter and the titles and the names and positions of each person who participated in the preparation of the document, the addressee and the custodian of

the documents. To the extent that a document is self-identifying, it need not be separately identified.

7. For each document produced or identified in a response which is computer generated, state separately (a) what types of data, files, or tapes are included in the input and the source thereof, (b) the form of the data which constitutes machine input (e.g., punch cards, tapes), (c) a description of the recording system employed (including descriptions, flow charts, etc.), and (d) the identity of the person who was in charge of the collection of input materials, the processing of input materials, the data bases utilized, and the programming to obtain the output.
8. If a Document and Information Request can be answered in whole or part by reference to the response to another Request served in this proceeding, it is sufficient to so indicate by specifying the other Request by participant and number, by specifying the parts of the other response which are responsive, and by specifying whether the response to the other Request is a full or partial response to the instant Request. If it constitutes a partial response, the balance of the instant Request must be answered.
9. If the Company cannot answer a Request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why the Company cannot answer the Request in full, and state what information or knowledge is in the Company's possession concerning the unanswered portions.
10. If, in answering any of these Document and Information requests, you feel that any Request or definition or instruction applicable thereto is ambiguous, set forth the language you feel is ambiguous and the interpretation you are using responding to the Request.
11. If a document requested is no longer in existence, identify the document, and describe in detail the reasons the document is unavailable.
12. Provide copies of all requested documents. A response which does not provide the Attorney General with the responsive documents, and requests the Attorney General to inspect documents at any location is not responsive.
13. If you refuse to respond to any Document and Information Request by reason of a claim or privilege, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond, identify each such document.
14. Each request for information includes a request for all documentation which supports the response provided.

15. Provide four (4) copies of each response and two (2) copies of all bulks.
16. The term "Company" refers to KeySpan. Unless the request specifically provides otherwise, the term Company includes all witnesses, representatives, employees, and legal counsel.
17. Please furnish each response on a separate sheet of paper, beginning with a restatement of the question.

**ATTORNEY GENERAL'S SECOND SET OF
INFORMATION AND DOCUMENT REQUESTS**

- AG-2- 1 Please list the existing and anticipated contracts for capacity on the G-Lateral system between KeySpan Energy Delivery New England's ("KeySpan" or "Company") and Algonquin Transmission Company, LLC ("Algonquin") or another entity. Describe the volumes of capacity per contract, i.e. 14,000 Dekatherms ("Dth") per day during the winter season (November 1, 2006- March 31, 2007.
- AG-2- 2 Identify all of the contracts to serve the Company's Cape Cod service territory, provide the contracts governing the rights to those volumes, and explain whether the Company has discussed its plans to replace those contracts or any other contracts that will expire with Algonquin.
- AG-2- 3 Identify any and all provisions that the Company has made to protect customers from significant cost over-runs of the Algonquin G-Lateral project expansion. Provide supporting documentation.
- AG-2- 4 Please identify any and all of the Company's options (contractual and non-contractual) to terminate its obligations under the Precedent Agreement and/or any successor agreements if Algonquin incurs significant cost over-runs in its proposed expansion of its G-Lateral project. For each option, provide a list of the types of costs that the Company may incur to execute such termination, and provide a rough estimate of each cost.
- AG-2- 5 Please identify any and all of scenarios under which the Precedent Agreement and/or any successor agreements would terminate that the Company did not discuss in its response to AG-2-4, if Algonquin incurs significant cost over-runs in its proposed expansion of its G-Lateral project. For each scenario, provide a list of the types of costs that the Company may incur to execute such termination, and provide a rough estimate of each cost.

- AG-2- 6 Please provide a list of all costs that the Company expects that it may incur in the event that the Algonquin G-Lateral expansion project is cancelled. Please explain and quantify all costs.
- AG-2- 7 Please identify any other customers that will take service on the Algonquin G-Lateral expansion and provide their MDQs. Please explain the impact these additional customers would have on the rate Algonquin will charge the Company.
- AG-2- 8 Please identify any other customers that may take service on the Algonquin G-Lateral expansion and provide their estimated MDQs if possible. Please explain the impact these additional customers would have on the rate Algonquin will charge the Company.
- AG-2- 9 Please refer to Exh. EDA-1, lines 3-4. State whether the annual fixed costs in Exh. EDA-5 will increase during the 15 years, and identify and provide the basis for these costs.
- AG-2- 10 Please refer to Exh.KED-1. Provide the either the current tariff rate for transportation capacity that the Company will pay under the AFT-1 Service Agreement or an estimation of the rate that the Company will pay under this Agreement. Include current or estimated rates for both guaranteed 25,000 Dth/day and the ‘turn back capacity’ that the Company may receive.
- AG-2- 11 State whether the Company entered into a negotiated or discounted rate for any of the capacity it anticipates contracting for under the AFT-1 Service Agreement, and if not, under what circumstances would the Company anticipate that it would negotiate a rate or enter into a discounted rate agreement. Provide supporting documentation.
- AG-2- 12 State the recourse rates for the Algonquin G-Lateral system expansion and provide the supporting documentation and explain the difference between the recourse rate and the negotiated rate.
- AG-2- 13 Identify all circumstances under which the Company would pay the tariff rate for capacity under AFT-CL Service Agreement and provide a brief explanation.
- AG-2- 14 Please refer to Exh. KED-2, Confidential at 1, para. 2. Explain whether this is a fixed negotiated rate for the term of the contract and identify all circumstances under which the Company would pay more or less than the identified negotiated rate for capacity under AFT-CL Service Agreement. Provide a detailed explanation and include citations to supporting precedent of the Federal Energy Regulatory Commission.

- AG-2- 15 State whether the Company or another entity conducted any cost analysis or review of the Algonquin G-Lateral expansion costs and anticipated cost overruns and provide any analysis.
- AG-2- 16 Explain how the Company developed and chose the price structure in the Precedent Agreement embodied in Exhibits KED 1 through 3, and provide copies of all documentation supporting the development of the proposed rates.
- AG-2- 17 What is the Company's expectation regarding rate increases or decreases during both the term of the contract and when the Company would seek to renew the contract?

DATED: August 31, 2006